

NO. 20094
FILED WITH SECRETARY OF STATE
Date Filed 09/08/95
Jan. Lee Hull
Secretary of State
By Vicky V. Greenway

AGREEMENT

BETWEEN

CITY OF PHOENIX

AND

STATE OF ARIZONA DEPARTMENT OF TRANSPORTATION

CITY CONTRACT NO. 71851

ADOT ECS File No. JPA 95-55

THIS AGREEMENT ("Agreement") entered into this 18th day of August, 1995 between the City of Phoenix, a municipal corporation ("City") and the State of Arizona Department of Transportation ("ADOT").

RECITALS

A. The Governor of the State of Arizona has proposed removing the Paradise Parkway ("Parkway") from the State Highway System.

B. The Arizona Transportation Board has provided the City with written notice that in four years it intends to abandon the Parkway as required by State law.

C. The City concurs with the Governor's plan to remove the Parkway from the State Highway System.

D. ADOT is interested in disposing of properties ("Properties") it has acquired over the years for Right-of-Way for the Parkway as quickly as possible and at the highest value possible. To assist in the appropriate disposition of the Properties, ADOT desires to receive services from the City such as planning and zoning assistance, rehabilitation of homes, right-of-way access, providing utilities to certain properties, provision of marketing strategies, and the pursuit of zoning variances. A map identifying the Properties is attached hereto as Exhibit A, and incorporated herein by this reference.

E. The City is interested in restoring the viability of the neighborhoods located within the portion of the Parkway located within the corporate limits of the City, and to do so is interested in promoting home ownership, the rehabilitation of certain residential structures, and in pursuing zoning changes to result in higher value development and enhanced neighborhood viability. The interests of the City set forth above constitute a public purpose of protecting and promoting the public's

health, safety and welfare made necessary by the deterioration of the properties and neighborhoods located within the Parkway.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the parties hereto agree as follows:

OBLIGATIONS OF ADOT

1. Pursuant to the direction of the State Transportation Board by resolution for disposal of the Properties, ADOT shall notify all former owners of the Properties with rights of repurchase of the terms of repurchase which are set forth pursuant to A.R.S. § 28-1865. All properties re-purchased by former owners pursuant to A.R.S. § 28-1865 are not subject to the terms and conditions of this Agreement.

2. ADOT shall contract for services to evaluate, market and sell at public auction the Properties within the Parkway. ADOT shall make a good faith effort to commence the sale of the Properties on which are located single family houses ("Single Family Properties") by public auction by August 15, 1995.

3. ADOT shall include in the contract for sale of Single Family Properties a clause which shall require the purchaser or to the purchaser's spouse, parent or child (Collectively referred to as the "Purchaser") to occupy the property for a period of one year from the date of sale. In any contract between ADOT and a Consultant to market and sell the Properties, said consultant shall be required to limit its marketing and sales activities to purchasers who will occupy the homes for a period of at least one year from the date of sale; the Consultant shall be required to include in every contract of sale a provision that the property shall not be leased, rented, or occupied except by the owner for a period of one year from the date of sale; and any advertising used by the Consultant must clearly indicate that the purchasers must occupy the property for one year from the date of sale. The obligation of ADOT to include these clauses is contingent upon receipt by ADOT of a statement from an appraiser which indicates that the inclusion of these clauses will not have a negative impact on the values of the Single Family Properties.

4. Prior to the auction sale of the Single Family Properties, ADOT shall inspect ("Inspection") said Properties to determine the current condition of the structure based on the guidelines ("Guidelines") attached hereto as Exhibit B. ADOT shall prepare estimates of the necessary repair work needed to permit the Single Family Properties to meet typical market

financing requirements and to comply with existing laws, codes, regulations and ordinances identified in the Guidelines.

5. Following the preparation of the estimates of repair, ADOT shall determine which, if any, of the Single Family Properties contain conditions which meet one or more of the items set forth in the Guidelines. ADOT shall grant in writing to the City an Option to Purchase ("Option") any Single Family Property which contains one or more of the items set forth in the Guidelines. The option price at which these properties are offered to the City shall be the market value indicated by ADOT's approved appraisal of the property in an "as-is" condition. The City may exercise its Option on any individual Single Family Property no later than 60 days after notification by ADOT granting the Option to the City. In the event that the City notifies ADOT in writing of its intention to exercise the Option, ADOT shall immediately proceed to convey the Property to the City upon the terms and conditions set forth above. In the event the City fails to exercise the Option, then ADOT may proceed to auction the property in accordance with this Agreement.

6. ADOT agrees that it will not dispose of properties located in the Parkway which are currently zoned multifamily ("Multifamily Properties") until March 1, 1996 in order to provide the City time to engage in a community planning effort regarding these Properties. The following properties are not included in the term Multifamily Properties: The property located approximately 250 feet east of 19th Avenue on the north side of Colter Street (Mancuso Manner); the property located on the northeast corner of Highland Avenue and 10th Street (Keresan Villas No.1); and the property located on the southwest corner of 14th street and Pierson (Villa DeOro) With regard to the Multifamily Properties, ADOT agrees that it will participate as the land owner of said properties in submitting rezoning applications to the City for possible rezoning of said properties consistent with the community planning effort conducted by the City. The purpose of said rezoning effort is to provide land uses which are the most appropriate for the area as a whole, and which zoning would be consistent with ADOT's interest in disposing of the Properties as quickly as possible and at the highest value possible. The obligation of ADOT to act as a rezoning applicant pursuant to this paragraph shall be contingent upon receipt of a statement from an appraiser stating that the rezoning as proposed by the City will not have a negative impact on the value of the Multifamily Properties. In addition, ADOT may withdraw as the applicant for the rezoning application if the rezoning application is not finally approved substantially as proposed.

7. ADOT agrees that it will not dispose of properties located within the Parkway which are zoned for single family use, which are larger than one acre in size, and which are currently vacant land. ("Vacant Single Family Properties") before November 1, 1995 in order to provide the City with an opportunity to prepare and plan said properties for single family development as more fully set forth in paragraph 13 of this Agreement. Following November 1, 1995, ADOT may proceed to sell the Vacant Single Family Properties.

OBLIGATIONS OF CITY

8. City agrees to waive the four year waiting period required by A.R.S. § 28-106 H. 2 before ADOT may abandon the Parkway, and which waiver is authorized pursuant to said section, and also agrees that it is not interested in development of the Parkway, SR 50, corridor as a City transportation corridor.

9. City shall be responsible for repairing or causing to be repaired any of the Single Family Properties purchased by the City pursuant to Paragraph 4 of this Agreement. The repairs shall be completed in accordance with the Guidelines attached hereto as Exhibit B.

10. The City shall make an effort to sell any properties purchased pursuant to Paragraph 4 within 120 days following purchase of said properties. The City shall include in the contract for sale of Single Family Properties a clause which shall require the Purchaser to occupy the property for a period of one year from the date of sale. In any contract between the City and a consultant to market and sell the Properties, said consultant shall be required to limit its marketing and sales activities to Purchasers who will occupy the homes for a period of at least one year from the date of sale. The consultant shall be required to include in every contract of sale a provision that the property shall not be leased, rented or occupied except by the Purchaser for a period of one year from the date of sale. Nothing in this paragraph shall preclude the City from selling the Property to a non-profit agency whose purpose is to rehabilitate and repair the Property, and then to sell the Property to a Purchaser who shall be required to occupy the property for at least one year from the date of sale. The City shall include a clause in the contract of sale to such non-profit agency, and the non-profit agency shall include a clause in the sale to the Purchaser, requiring that the Property shall not be leased, rented or occupied except by the Purchaser for a period of one year from the date of sale.

11. City will prepare a proposed plan ("Plan") to identify the appropriate land uses for the Multifamily

Properties, and shall request ADOT to submit a rezoning application to the City so that appropriate rezoning of the Multifamily Properties may be concluded no later than March 1, 1996.

12. City agrees that it will perform all necessary actions and pay all expenses related to the rezoning application process and notification of any proposed rezoning of the Multifamily Properties pursuant to paragraph 11.

13. The City shall take whatever actions it deems necessary to adequately prepare the Vacant Single Family Properties for sale by ADOT. These actions may include abandoning streets and/or alleys or other public rights of way, acquiring necessary right-of-way to provide adequate access to the Vacant Single Family Properties, providing utilities to the site, and pursuing zoning variances, if necessary, to permit development on the sites. These actions shall be accomplished by the City no later than November 1, 1995. After said date, ADOT may proceed to sell the Vacant Single Family properties in accordance with paragraph 7. City agrees that it will pay all expenses related to the actions it may take as set forth above which may be required to prepare the property for sale by ADOT.

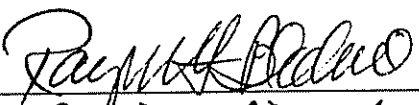
GENERAL PROVISIONS

14. This Agreement shall terminate at the time that all single family properties have been sold, but in no event earlier than March 1, 1996 or later than December 31, 1996.

15. This Agreement is subject to termination pursuant to A.R.S. § 38-511.

DATED this 18th day of August 1995.

CITY OF PHOENIX, a municipal
corporation
FRANK FAIRBANKS, City Manager

By 
Its Deputy City Manager

ATTEST:


City Clerk

APPROVED AS TO FORM:

Michael D. Haurig
ACTING City Attorney WFB

STATE OF ARIZONA
DEPARTMENT OF TRANSPORTATION

By AW Collins
Its Deputy State Engineer

WFB/4250C

Exhibit A

May 30, 1995

**Properties Owned By The State of Arizona Within Paradise Parkway
Corridor**

Maps 1 through 7 show the alignment of the Paradise Parkway within Phoenix City Limits. Properties owned by the state are shaded.

**Paradise Parkway
Guidelines for Inspection Referrals to City of Phoenix**

Property Maintenance Ordinance: City to be notified if any of these conditions are present

- Dust Proof Parking: There is not dust proof parking for one or more cars (see attached definition)?
- Exterior Paint: Is the paint in poor condition, peeling or unsightly?
- Roof: Is the roofing, as visible from the street, in poor visual condition, blighting? There are rolled, curling, missing shingles etc.
- Fencing: Is the fencing in poor visual condition, of non-uniform materials, or not suitable for fencing?
- Cooler: If the cooler or other HVAC equipment is visible from the street, is it in poor visual condition? blighting? It is rusted or falling apart.

Homeownership Success Factors

The following are questions relating to items the City feels would be difficult or costly items for new homeowners to replace or repair. As such the condition of these items may present barriers to that property's long term prospects as an owner occupied home. It is assumed that all systems are functioning and operational and that the home is in "move-in" condition.

The City would like to inspect all vacant, boarded homes.

Please apply the following decision rule in referring a home to the City for further inspection:

- All homes with two or more P1 items
- All homes with one P1 item and 3 or more P2 items
- All homes with five or more P2 items

P1

1. Roof:

- The age of the roof is estimated to be over 15 years old for a shingled roof or 10 years for a flat roof.

P2

- The roof is covered with a non conventional material, eg. rolled roofing with aluminum paint, "snow cap" rolled over shingles etc.

2. HVAC:

P1

- A/C System: The heat pump or gas pack system is estimated to be over 20 years old.
- If A/C system is a gas pack, is there soot around the registers?
- Heating System: Is the system estimated to be over 20 years old?
- Heating System: Is the system installed in a non approved location? or is it inadequately vented? Is there soot at the registers or ceiling?

P2

- Is there evidence that preventive maintenance has not been performed in over 3 years on either the heating or A/C system?
- Cooler: Is the cooler estimated to be over 10 years old? Or are there signs that it has not received servicing in over 2 years? Or is there code approved electrical power to the cooler?

3. Electric:

P1

- Does the service entrance equipment have a clearly identified means of disconnect?
- Is the service entrance capacity inadequate?
- If the service entrance is exposed to the weather is it approved for wet locations?
- Has the service equipment been modified?

P2

- Are there fuses?

- If there are breakers, is the service at less than a minimum of 60 amps?
- Are there adequate circuits of proper conductor size and amp capacity present for the connected load.
- Is there aluminum wiring?

4. Plumbing:

P1

- Is the plumbing galvanized and is the home over 30 years old?
- Is a septic tank or cess pool the home's waste system?
- Does there appear to be inadequate venting for the number of bathrooms and plumbing fixtures?

P2

- Hot Water Heater(s): Is it estimated to be over 10 years old? Or is it vented improperly or without a pressure relief valve or code approved discharge line? Is it located in a non approved location or in a storage room where flammables may be stored?
- Does there appear to be inadequate venting for the number of bathrooms and plumbing fixtures?
- Are there gas lines routed under the house and is the house a slab on grade home?

5. Structural:

P1

- Is there an addition(s) done poorly, signs that permits may not have been pulled (such as car port enclosures to living space)? or rooms built at or below grade?
- Are there shear cracks in masonry walls, or foundation cracks that are more than hairline cracks, that extend from the stemwall to the top plate or window or door lintels?
- Are there livable rooms that do not have heat or cooling? (please note that this is a City Code)

P2

- Are there signs of settling or heaving?
- Are there signs of roof deflection?

6. Security:

P2

- Are the entrance doors hollow core, are there no deadbolt locks?
- Are there security bars on bedroom windows or doors that do not have code approved fire releases?

NOTE: Many of the safety related items in the Homeownership Success Factor section above are code required.

k3pwyg2



STATE OF ARIZONA

OFFICE OF THE ATTORNEY GENERAL

1275 WEST WASHINGTON, PHOENIX 85007-2926

MAIN PHONE : 542-5025

TELECOPIER : 542-4085

GRANT WOODS
ATTORNEY GENERAL

INTERGOVERNMENTAL AGREEMENT

DETERMINATION

A. G. Contract No. KR95-1855--TRN, an agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED this 8th day of August, 1995.

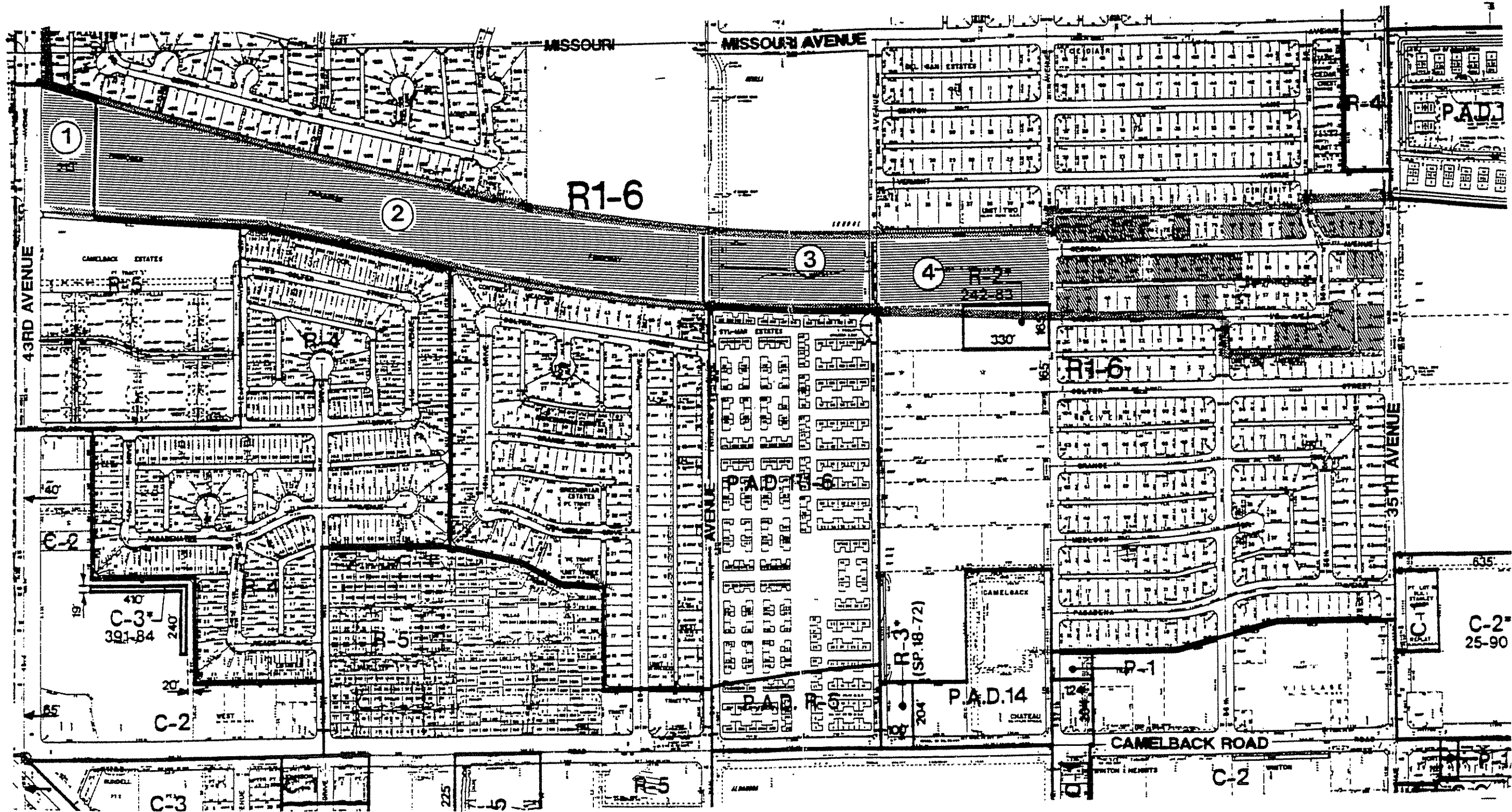
GRANT WOODS
Attorney General

A handwritten signature in black ink, appearing to be "B. B. R.", is written over a horizontal line.

Assistant Attorney General
Transportation Section

PARADISE PARKWAY ALIGNMENT

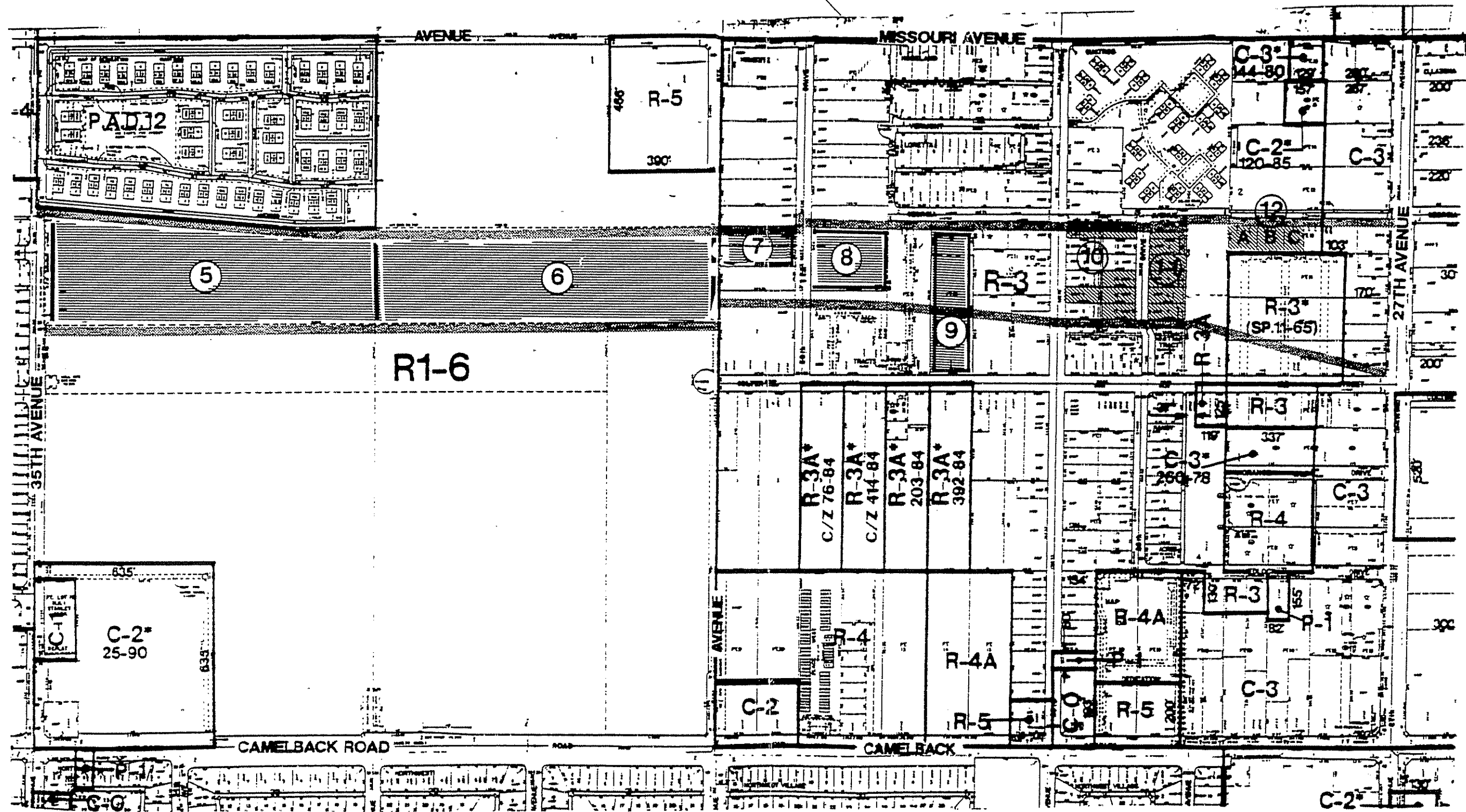
Map 1



Map 1	Map 2	Map 3	Map 4
		Map 5	Map 6
			Map 7

PARADISE PARKWAY ALIGNMENT

Map 2



Map 1	Map 2	Map 3	Map 4
		Map 5	Map 6
			Map 7

Map 3

<i>Map 5</i>	<i>Map 6</i>	<i>Map 7</i>
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Map 4

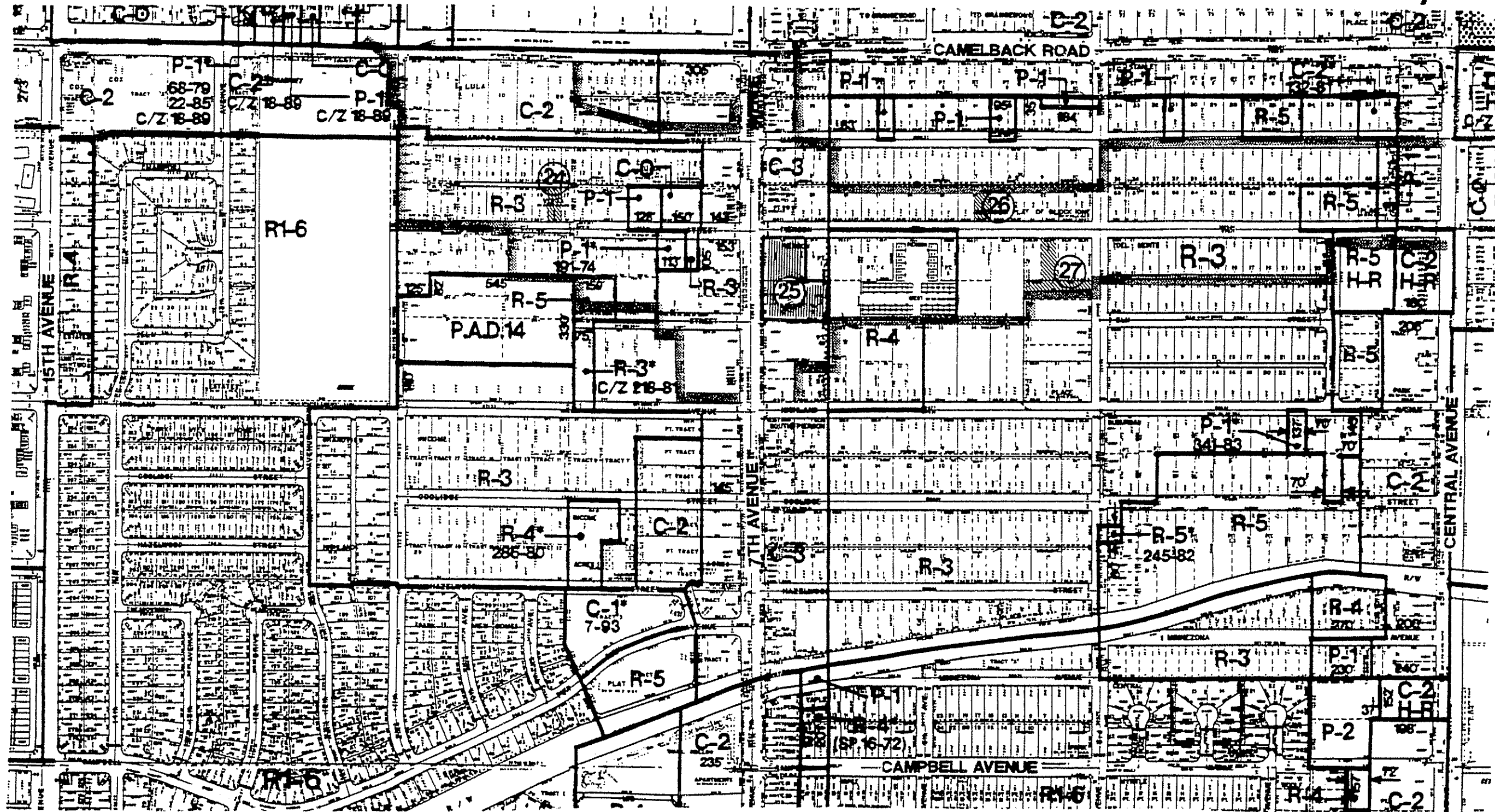
Map 5

Map 6

Map 7

PARADISE PARKWAY ALIGNMENT

Map 5



Map 1

Map 2

Map 3

Map 4

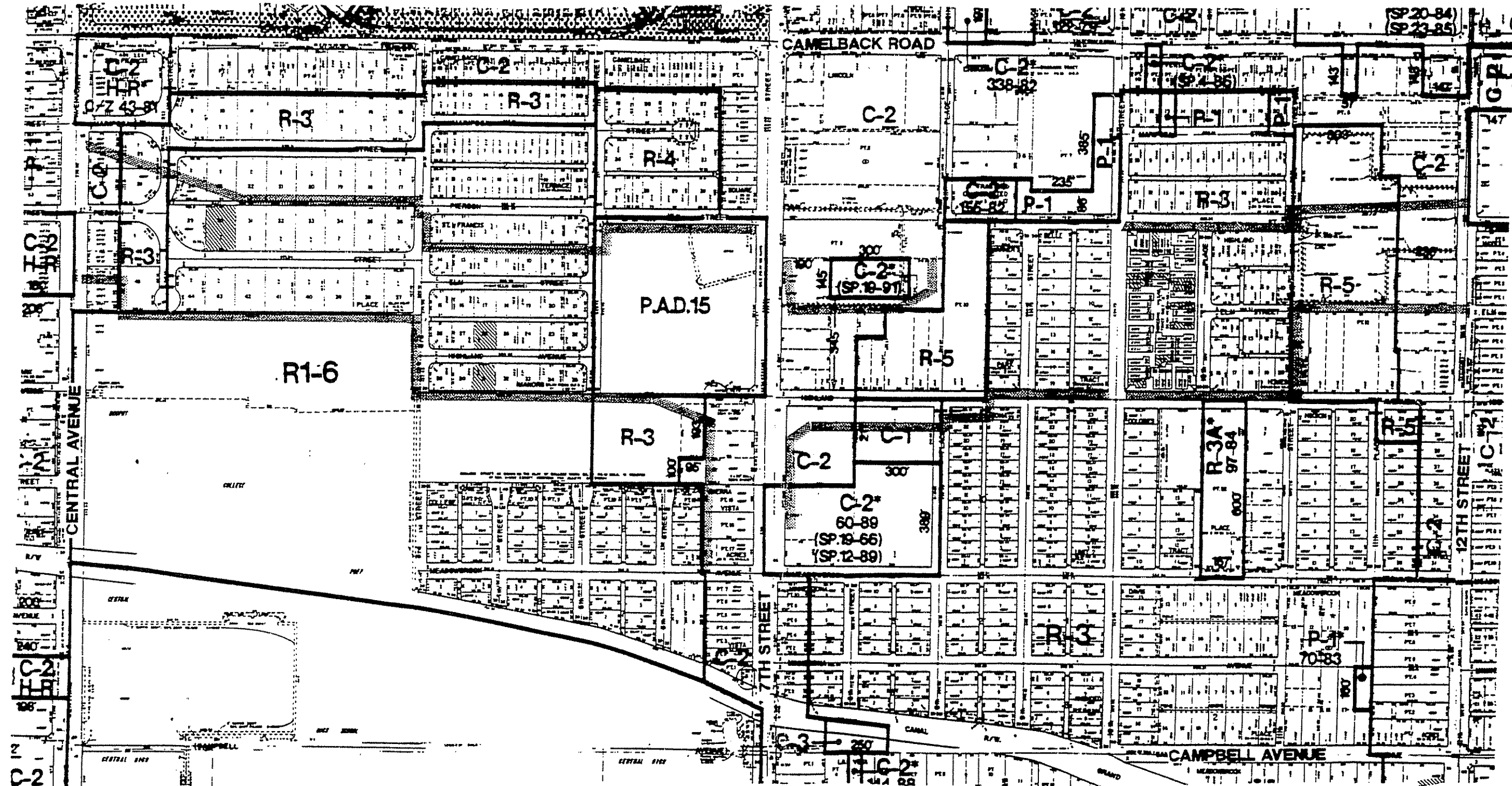
Map 5

Map 6

Map 7

PARADISE PARKWAY ALIGNMENT

Map 6

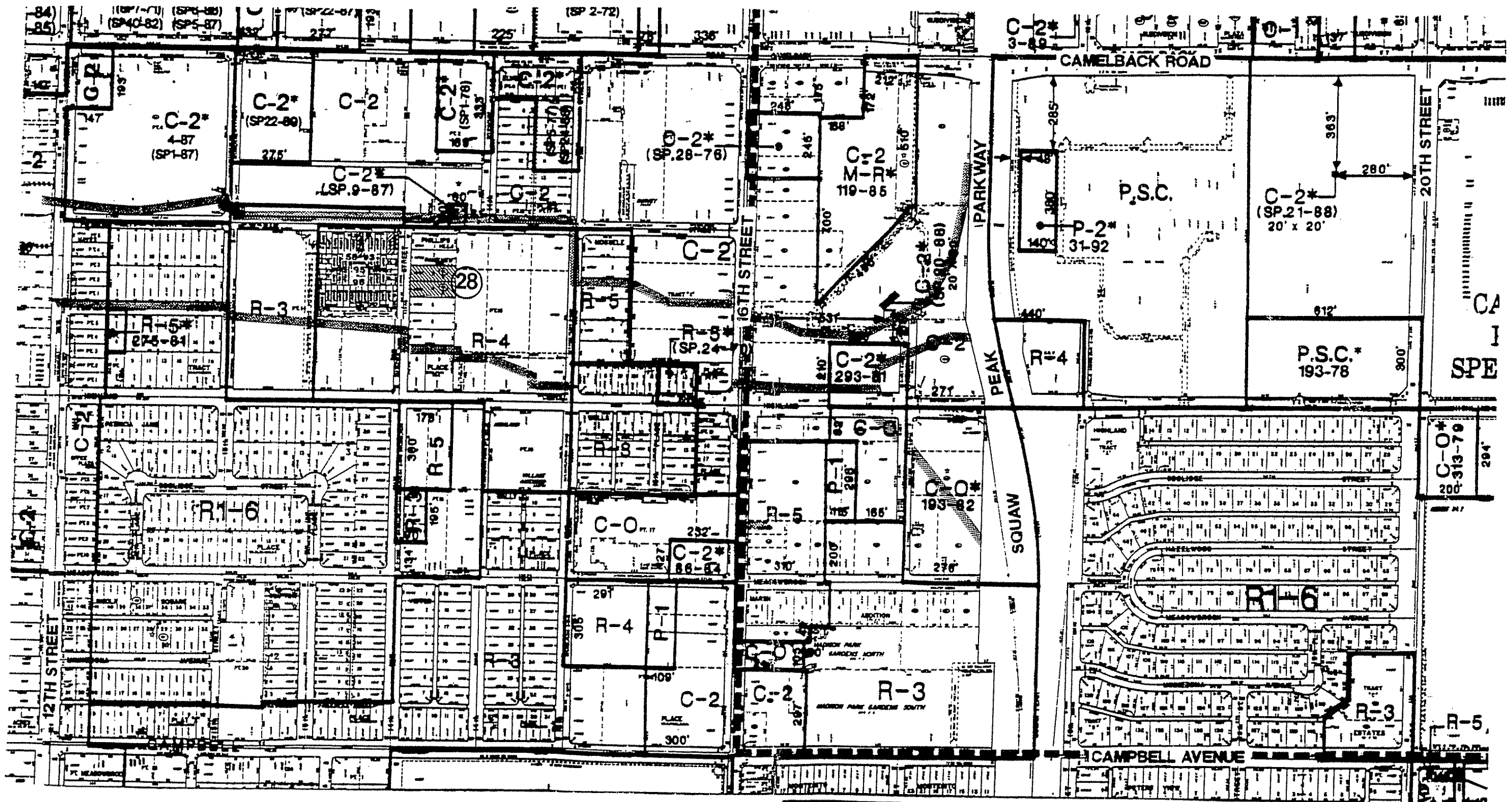


Map 1 Map 2 Map 3 Map 4

Map 5 Map 6 Map 7

PARADISE PARKWAY ALIGNMENT

Map 7



Map 1

Map 2

Map 3

Map 4

Map 5

Map 6

Map 7